INVITATION TO BID

CITY OF ABILENE

PUCHASING DIVISION

P.O. BOX 60 • 555 WALNUT, ROOM 201-A

ABILENE, TEXAS 79604-0060

ALL BIDS MUST BE QUOTED F.O.B. ABILENE

THIS BID MUST INCLUDE FREIGHT UNLESS OTHERWISE STATED.

THIS BID IS VALID FOR 60 DAYS UNLESS OTHERWISE STATED.

BID #CB-1812

NOTICE IS HEREBY GIVEN THAT THE CITY OF ABILENE WILL RECEIVE SEALED, WRITTEN BIDS IN THE OFFICE OF THE PURCHASING ADMINISTRATOR, P.O. BOX 60, 555 WALNUT STREET, ROOM 201-A, CITY HALL, ABILENE, TEXAS 79601 UNTIL 11:00 A.M. ON THE 12^{TH} DAY OF DECEMBER A.D., 2017 FOR: BID #CB-1812.

ITEM	DESCRIPTION	EXTENSION
1.	CULTIVATION AND GRAZING LEASE – "LAKE TRACT #3" BEING 60 ACRES, MORE OR LESS, OUT OF A 91.92 ACRE TRACT OUT OF T&P RR COMPANY SURVEY NO 88, BLOCK 14, JONES COUNTY, TEXAS; AND BEING THE SAME LAND AS DESCRIBED IN WARRANTY DEED DATED NOVEMBER 4, 1950 FROM T. R. WADE, ET AL TO THE CITY OF ABILENE, RECORDED IN VOLUME 365, PAGE 231, DEED RECORDS OF JONES COUNTY TEXAS.	

BIDS WILL BE OPENED AND READ ALOUD IMMEDIATELY AFTER THE CLOSING DEADLINE IN THE COUNCIL CHAMBERS, CITY HALL.

A COMMERCIAL (GENERAL) LIABILITY INSURANCE POLICY FOR COVERED LIMITS OF \$500,000 COMBINED SINGLE LIMIT COVERAGE MUST BE FURNISHED TO THE CITY OF ABILENE, WITH THE CITY NAMED AS "ADDITIONAL INSURED", PRIOR TO FINALIZATION AND EXECUTION OF THE LEASE AGREEMENT.

THIS LEASE WILL BE FOR AN INITIAL TERM OF FIVE (5) YEARS, WITH OPTION FOR RENEWAL. THE INITIAL LEASE RENTAL PAYMENT WILL BE DUE AND PAYABLE UPON FINALIZATION AND EXECUTION OF THE LEASE AGREEMENT, WITH SUBSEQUENT ANNUAL PAYMENTS DUE IN ADVANCE THEREAFTER.

BIDDERS SHALL INSPECT THE LAND AND UNDERSTAND THAT THE ACRES ARE APPROXIMATE AND ARE NOT WARRANTED.

NO HUNTING OF ANY KIND WILL BE ALLOWED ON THE LEASED PREMISES AT ANY TIME.

ALL BIDS MUST SUBSTANTIALLY COMPLY WITH SPECIFICATIONS. FOR BID INFORMATION, CALL (325) 676-6226 OR <u>PURCHASING@ABILENETX.COM</u>. FOR QUESTIONS CONCERNING THE PROPERTY, TO REVIEW A COPY OF THE LEASE AGREEMENT, OR A MAP SHOWING THE LOCATION OF THE PROPERTY CONTACT TRAVIS MCCLURE, LAND AGENT, AT (325) 676-6491 OR <u>TRAVIS.MCCLURE@ABILENETX.COM</u>.

AUTHORIZED SIGNATURE		
TITLE	TELEPHONE NUMBER	_
DELIVERY SCHEDULE	TERMS	

IMPORTANT - CONDITIONS OF BID - BIDDER MUST USE THIS FORM

If the contractor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, giving acceptable reasons for delay, or supplies are rejected for failure to meet specifications, the City of Abilene reserves the right to purchase specified supplies elsewhere, and charge the increase in price and cost of handling, if any, to contractor. No substitutions or cancellations are permitted without prior approval of the Purchasing Administrator.

Any catalogue or manufacturer's reference in this proposal is descriptive but not restrictive, and is used only to indicate general type and grade or quality. Bids on other manufacturer's products of equal quality may be submitted and will be given full consideration and the City of Abilene may accept such equal quality products at its option. Technicalities in specification which have a tendency to preclude competition may be waived at the discretion of the City of Abilene for the best interests of the City of Abilene and will not necessarily be a governing factor in the making of the award.

Bidder must state on the face of his proposal exactly what he proposes to furnish. Otherwise, he will be required to furnish the exact items (or manufacturer's product) specified in the proposal.

In the event of error in extension, unit prices will govern. Unless otherwise specified, the City of Abilene reserves the right to accept or reject in part or in whole, any bid submitted, for the best interest of the City.

Quotations subject to price increase will be given secondary consideration. If necessary to escalate a quotation, however, a limited percentage of increase must be indicated. Unlimited escalation cannot be accepted.

The City of Abilene, Texas is exempt from all Federal Excise Taxes and State Sales Tax. DO NOT include tax in your bid price or invoice.

Taxable items must be so designated, and the City will supply contractor with an Excise Tax Exemption Certificate, properly executed.

Contractor agrees not to knowingly obtain labor or services of an employee without verification of the employee's employment eligibility, as required by Immigration Reform and Control Act (IRCA).

Contractor agrees that no payments owed by him, of any nature whatsoever, to the City, the Abilene Independent School District, Taylor County, or the West Central Texas Municipal Water District, including payment in advance for service charges or any sums of any character whatsoever, shall become delinquent or in arrears.

The City will not award contracts for goods or services to any bidder in arrears to the City for any debt, claim, demand, or account whatsoever, including taxes, penalty and interest. Contractor is responsible for ensuring that no indebtedness exists.

Section 130 of the City Charter authorizes the City to counterclaim and offset against any debt, claim, demand or account owed by the City to any person, firm or corporation in arrears to the City for any debt, claim, demand or account of any nature whatsoever, including taxes, penalty and interest.

THE CITY OF ABILENE RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, AND/OR TO WAIVE ANY OR ALL TECHNICALITIES OR FORMALTIES.

ALL BIDS MUST BE SUBMITTED IN SEALED ENVELOPES, BEARING ON THE OUTSIDE THE NAME OF THE BIDDER, HIS ADDRESS, THE NAME OF THE PROJECT AND THE BID NUMBER. ANY BIDS RECEIVED AFTER SCHEDULED CLOSING TIME FOR RECEIPT OF BIDS WILL BE MARKED "RECEIVED LATE" AND RETURNED TO THE SENDER.

THE CITY OF ABILENE RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO AWARD THE BID CONSIDERED TO BE IN THE BEST INTEREST OF THE CITY OF ABILENE.